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**METROPOLITAN LIFE INSURANCE COMPANY**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

BARBARA MCHUGH, CHARLES  
PATRICK MCHUGH, JOHN  
ELLSWORTH, and all others similarly  
situated,

Plaintiffs,

v.

METROPOLITAN LIFE INSURANCE  
COMPANY, a New York Corporation;

Defendant.

Case No. 2:22-cv-06152-SB (ASx)

Honorable Stanley Blumenfeld, Jr.

**AMENDED PROTECTIVE ORDER**

1  
2 1. A. PURPOSES AND LIMITATIONS

3 Discovery in this action is likely to involve production of confidential,  
4 proprietary or private information for which special protection from public disclosure  
5 and from use for any purpose other than prosecuting this litigation may be warranted.  
6 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
7 following Stipulated Protective Order. The parties acknowledge that this Order does  
8 not confer blanket protections on all disclosures or responses to discovery and that  
9 the protection it affords from public disclosure and use extends only to the limited  
10 information or items that are entitled to confidential treatment under the applicable  
11 legal principles. The parties further acknowledge, as set forth in Section 12.3 below,  
12 that this Stipulated Protective Order does not entitle them to file confidential  
13 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
14 followed and the standards that will be applied when a party seeks permission from  
15 the court to file material under seal.

16 B. GOOD CAUSE STATEMENT

17 This action is likely to involve trade secrets, customer and pricing lists and  
18 other valuable research, actuarial methodologies, processes, and assumptions,  
19 development, commercial, financial, technical and/or proprietary information for  
20 which special protection from public disclosure and from use for any purpose other  
21 than prosecution of this action is warranted. Such confidential and proprietary  
22 materials and information consist of, among other things, confidential business or  
23 financial information, information regarding confidential business practices, or other  
24 confidential research, development, or commercial information (including  
25 information implicating privacy rights of third parties), information otherwise  
26 generally unavailable to the public, or which may be privileged or otherwise  
27 protected from disclosure under state or federal statutes, court rules, case decisions,  
28 or common law. Accordingly, to expedite the flow of information, to facilitate the

1 prompt resolution of disputes over confidentiality of discovery materials, to  
2 adequately protect information the parties are entitled to keep confidential, to ensure  
3 that the parties are permitted reasonable necessary uses of such material in  
4 preparation for and in the conduct of trial, to address their handling at the end of the  
5 litigation, and serve the ends of justice, a protective order for such information is  
6 justified in this matter. It is the intent of the parties that information will not be  
7 designated as confidential for tactical reasons and that nothing be so designated  
8 without a good faith belief that it has been maintained in a confidential, non-public  
9 manner, and there is good cause why it should not be part of the public record of this  
10 case.

## 11 2. DEFINITIONS

12 2.1 Action: *McHugh, et al. v. Metropolitan Life Insurance Company*, Case  
13 Number 2:22-cv-06152-SB (ASx), pending in the United States District Court for the  
14 Central District of California.

15 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
16 of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
18 how it is generated, stored or maintained) or tangible things that qualify for protection  
19 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
20 Cause Statement.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
22 their support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or  
24 items that it produces in disclosures or in responses to discovery as  
25 “CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless  
27 of the medium or manner in which it is generated, stored, or maintained (including,  
28 among other things, testimony, transcripts, and tangible things), that are produced or

1 generated in disclosures or responses to discovery in this matter.

2       2.7 Expert: a person with specialized knowledge or experience in a matter  
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
4 an expert witness or as a consultant in this Action.

5       2.8 House Counsel: attorneys who are employees of a party to this Action.  
6 House Counsel does not include Outside Counsel of Record or any other outside  
7 counsel.

8       2.9 Non-Party: any natural person, partnership, corporation, association or  
9 other legal entity not named as a Party to this action.

10       2.10 Outside Counsel of Record: attorneys who are not employees of a party  
11 to this Action but are retained to represent or advise a party to this Action and have  
12 appeared in this Action on behalf of that party or are affiliated with a law firm that  
13 has appeared on behalf of that party, and includes support staff.

14       2.11 Party: any party to this Action, including all of its officers, directors,  
15 employees, consultants, retained experts, and Outside Counsel of Record (and their  
16 support staffs).

17       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
18 Discovery Material in this Action.

19       2.13 Professional Vendors: persons or entities that provide litigation support  
20 services (*e.g.*, photocopying, videotaping, translating, preparing exhibits or  
21 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
22 and their employees and subcontractors.

23       2.14 Protected Material: any Disclosure or Discovery Material that is  
24 designated as “CONFIDENTIAL.”

25       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
26 from a Producing Party.

1     3.     SCOPE

2             The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material.

7             Any use of Protected Material at trial shall be governed by the orders of the  
8 trial judge. This Order does not govern the use of Protected Material at trial.

9     4.     DURATION

10            Once a case proceeds to trial, information that was designated as  
11 CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
12 as an exhibit at trial becomes public and will be presumptively available to all  
13 members of the public, including the press, unless compelling reasons supported by  
14 specific factual findings to proceed otherwise are made to the trial judge in advance  
15 of the trial. *See Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81  
16 (9<sup>th</sup> Cir. 2006) (distinguishing “good cause” showing for sealing documents produced  
17 in discovery from “compelling reasons” standard when merits-related documents are  
18 part of court record). Accordingly, the terms of this protective order do not extend  
19 beyond the commencement of the trial.

20    5.     DESIGNATING PROTECTED MATERIAL

21            5.1    Exercise of Restraint and Care in Designating Material for Protection.  
22 Each Party or Non-Party that designates information or items for protection under  
23 this Order must take care to limit any such designation to specific material that  
24 qualifies under the appropriate standards. The Designating Party must designate for  
25 protection only those parts of material, documents, items, or oral or written  
26 communications that qualify so that other portions of the material, documents, items,  
27 or communications for which protection is not warranted are not swept unjustifiably  
28 within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations  
2 that are shown to be clearly unjustified or that have been made for an improper  
3 purpose (e.g. to unnecessarily encumber the case development process or to impose  
4 unnecessary expenses and burdens on other parties) may expose the Designating  
5 Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that it  
7 designated for protection do not qualify for protection, that Designating Party must  
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in  
10 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise  
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
12 under this Order must be clearly so designated before the material is disclosed or  
13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic  
16 documents, but excluding transcripts of depositions or other pretrial or trial  
17 proceedings), that the Producing Party affix at a minimum, the legend  
18 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
19 contains protected material. If only a portion or portions of the material on a page  
20 qualifies for protection, the Producing Party also must clearly identify the protected  
21 portion(s) (e.g., by making appropriate markings in the margins).

22 A Party or Non-Party that makes original documents available for inspection  
23 need not designate them for protection until after the inspecting Party has indicated  
24 which documents it would like copied and produced. During the inspection and  
25 before the designation, all of the material made available for inspection shall be  
26 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents  
27 it wants copied and produced, the Producing Party must determine which documents,  
28 or portions thereof, qualify for protection under this Order. Then, before producing

1 the specified documents, the Producing Party must affix the “CONFIDENTIAL  
2 legend” to each page that contains Protected Material. If only a portion or portions  
3 of the material on a page qualifies for protection, the Producing Party must clearly  
4 identify the protected portion(s) (e.g. by making appropriate markings in the  
5 margins).

6 (b) for testimony given in depositions, the entire transcript is treated as  
7 confidential for 30 days during which time the parties may designate portions of the  
8 record as CONFIDENTIAL.

9 (c) for information produced in some form other than documentary and for  
10 any other tangible items, that the Producing Party affix in a prominent place on the  
11 exterior of the container or containers in which the information is stored the legend  
12 “CONFIDENTIAL.”

13 5.3 Inadvertent Failures to Designate. If timely corrected after discovery an  
14 inadvertent failure to designate qualified information or items does not, standing  
15 alone, waive the Designating Party’s right to secure protection under this Order for  
16 such material. Upon timely correction of a designation, the Receiving Party must  
17 make reasonable efforts to assure that the material is treated in accordance with the  
18 provisions of this Order.

## 19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
21 designation of confidentiality at any time that is consistent with the Court’s  
22 Scheduling Order.

23 6.2 Meet and Confer. The Challenging Party shall initiate the informal  
24 dispute resolution process set forth in the Court's Procedures and Schedules. *See*  
25 <http://www.cacd.uscourts.gov/honorable-alka-sagar>

26 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
27 joint stipulation pursuant to Local Rule 37-2.

28 6.4 The burden of persuasion in any such challenge proceeding shall be on



1 the Designating Party. Frivolous challenges, and those made for an improper purpose  
2 (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may  
3 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
4 or withdrawn the confidentiality designation, all parties shall continue to afford the  
5 material in question the level of protection to which it is entitled under the Producing  
6 Party's designation until the Court rules on the challenge.

7 7. ACCESS TO AND USE OF PROTECTED MATERIAL

8 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
9 disclosed or produced by another Party or by a Non-Party in connection with this  
10 Action only for prosecuting, defending or attempting to settle this Action. Such  
11 Protected Material may be disclosed only to the categories of persons and under the  
12 conditions described in this Order. When the Action has been terminated, a Receiving  
13 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

14 Protected Material must be stored and maintained by a Receiving Party at a  
15 location and in a secure manner that ensures that access is limited to the persons  
16 authorized under this Order.

17 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
18 otherwise ordered by the court or permitted in writing by the Designating Party, a  
19 Receiving Party may disclose any information or item designated  
20 "CONFIDENTIAL" only to:

21 (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
22 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
23 to disclose the information for this Action;

24 (b) the officers, directors, and employees (including House Counsel) of the  
25 Receiving Party to whom disclosure is reasonably necessary for this Action;

26 (c) Experts (as defined in this Order) of the Receiving Party to whom  
27 disclosure is reasonably necessary for this Action and who have signed the  
28 "Acknowledgment and Agreement to Be Bound" (Exhibit A);



1 (d) the court and its personnel;  
2 (e) court reporters and their staff;  
3 (f) professional jury or trial consultants, mock jurors, and Professional  
4 Vendors to whom disclosure is reasonably necessary for this Action and who have  
5 signed the “Acknowledgment and Agreement to Be Bound” ([Exhibit A](#));

6 (g) the author or recipient of a document containing the information or a  
7 custodian or other person who otherwise possessed or knew the information;

8 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
9 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
10 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
11 not be permitted to keep any confidential information unless they sign the  
12 “Acknowledgment and Agreement to Be Bound” ([Exhibit A](#)), unless otherwise  
13 agreed by the Designating Party or ordered by the court. Pages of transcribed  
14 deposition testimony or exhibits to depositions that reveal Protected Material may be  
15 separately bound by the court reporter and may not be disclosed to anyone except as  
16 permitted under this Stipulated Protective Order; and

17 (i) any mediator or settlement officer, and their supporting personnel,  
18 mutually agreed upon by any of the parties engaged in settlement discussions.

19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
20 IN OTHER LITIGATION

21 If a Party is served with a subpoena or a court order issued in other litigation  
22 that compels disclosure of any information or items designated in this Action as  
23 “CONFIDENTIAL,” that Party must:

24 (a) promptly notify in writing the Designating Party. Such notification shall  
25 include a copy of the subpoena or court order;

26 (b) promptly notify in writing the party who caused the subpoena or order  
27 to issue in the other litigation that some or all of the material covered by the subpoena  
28 or order is subject to this Protective Order. Such notification shall include a copy of

1 this Stipulated Protective Order; and

2 (c) cooperate with respect to all reasonable procedures sought to be pursued  
3 by the Designating Party whose Protected Material may be affected.

4 If the Designating Party timely seeks a protective order, the Party served with  
5 the subpoena or court order shall not produce any information designated in this  
6 action as “CONFIDENTIAL” before a determination by the court from which the  
7 subpoena or order issued, unless the Party has obtained the Designating Party’s  
8 permission. The Designating Party shall bear the burden and expense of seeking  
9 protection in that court of its confidential material and nothing in these provisions  
10 should be construed as authorizing or encouraging a Receiving Party in this Action  
11 to disobey a lawful directive from another court.

12 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
13 PRODUCED IN THIS LITIGATION

14 (a) The terms of this Order are applicable to information produced by a  
15 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
16 produced by Non-Parties in connection with this litigation is protected by the  
17 remedies and relief provided by this Order. Nothing in these provisions should be  
18 construed as prohibiting a Non-Party from seeking additional protections.

19 (b) In the event that a Party is required, by a valid discovery request, to  
20 produce a Non-Party’s confidential information in its possession, and the Party is  
21 subject to an agreement with the Non-Party not to produce the Non-Party’s  
22 confidential information, then the Party shall:

23 (1) promptly notify in writing the Requesting Party and the Non-  
24 Party that some or all of the information requested is subject to a confidentiality  
25 agreement with a Non-Party;

26 (2) promptly provide the Non-Party with a copy of the Stipulated  
27 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
28 specific description of the information requested; and

1 (3) make the information requested available for inspection by the  
2 Non-Party, if requested.

3 (c) If the Non-Party fails to seek a protective order from this court within  
4 14 days of receiving the notice and accompanying information, the Receiving Party  
5 may produce the Non-Party's confidential information responsive to the discovery  
6 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
7 not produce any information in its possession or control that is subject to the  
8 confidentiality agreement with the Non-Party before a determination by the court.  
9 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
10 of seeking protection in this court of its Protected Material.

11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

12 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
13 Protected Material to any person or in any circumstance not authorized under this  
14 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
15 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
16 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
17 persons to whom unauthorized disclosures were made of all the terms of this Order,  
18 and (d) request such person or persons to execute the "Acknowledgment and  
19 Agreement to Be Bound" that is attached hereto as Exhibit A.

20 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
21 PROTECTED MATERIAL

22 When a Producing Party gives notice to Receiving Parties that certain  
23 inadvertently produced material is subject to a claim of privilege or other protection,  
24 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
25 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
26 may be established in an e-discovery order that provides for production without prior  
27 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
28 parties reach an agreement on the effect of disclosure of a communication or

1 information covered by the attorney-client privilege or work product protection, the  
2 parties may incorporate their agreement in the stipulated protective order submitted  
3 to the court.

4 12. MISCELLANEOUS

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
6 person to seek its modification by the Court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
8 Protective Order, no Party waives any right it otherwise would have to object to  
9 disclosing or producing any information or item on any ground not addressed in  
10 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
11 any ground to use in evidence of any of the material covered by this Protective  
12 Order.

13 12.3 Filing Protected Material. A Party that seeks to file under seal any  
14 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
15 may only be filed under seal pursuant to a court order authorizing the sealing of the  
16 specific Protected Material at issue. If a Party's request to file Protected Material  
17 under seal is denied by the court, then the Receiving Party may file the information  
18 in the public record unless otherwise instructed by the court.

19 13. FINAL DISPOSITION

20 After the final disposition of this Action, as defined in paragraph 4, within 60  
21 days of a written request by the Designating Party, each Receiving Party must return  
22 all Protected Material to the Producing Party or destroy such material. As used in this  
23 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
24 summaries, and any other format reproducing or capturing any of the Protected  
25 Material. Whether the Protected Material is returned or destroyed, the Receiving  
26 Party must submit a written certification to the Producing Party (and, if not the same  
27 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
28 (by category, where appropriate) all the Protected Material that was returned or

1 destroyed and (2) affirms that the Receiving Party has made best efforts to confirm  
2 that it has not retained any copies, abstracts, compilations, summaries or any other  
3 format reproducing or capturing any of the Protected Material. Notwithstanding this  
4 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
5 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
6 deposition and trial exhibits, expert reports, attorney work product, and consultant  
7 and expert work product, even if such materials contain Protected Material. Any such  
8 archival copies that contain or constitute Protected Material remain subject to this  
9 Protective Order as set forth in Section 4 (DURATION). In addition,  
10 notwithstanding this provision, (i) the Parties shall have the right to retain all  
11 Protected Material in their respective possessions that they are required to maintain  
12 to fulfill their potential obligations to their reinsurers, insurers, regulators and/or  
13 auditors, or as otherwise required by law or regulation, or (ii) that are retained as part  
14 of an electronic backup, recovery or archival system, so long as such Information is  
15 not accessible in the ordinary course of business and is not accessed except as  
16 required by law, regulation or legal process or for backup, recovery, contingency  
17 planning or business continuity planning purposes. Any such archival copies that  
18 contain or constitute Protected Material remain subject to this Protective Order.

19 14. VIOLATION

20 Any violation of this Order may be punished by appropriate measures  
21 including, without limitation, contempt proceedings and/or monetary sanctions.

22  
23 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

24 //

25 //

26 //

27 //

28 //

1  
2 DATED: October 21, 2022

3 /s/ Thomas C. Cronin  
4 Attorneys for Plaintiffs

5 /s/ Michael J. Duvall  
6 Attorneys for Defendant

7  
8 I, Michael J. Duvall, am the CM/ECF user whose ID and password are being  
9 used to file this Amended Joint Stipulated Protective Order. Pursuant to Local Civil  
10 Rule 5-4.3.4(a)(2)(i), I hereby attest that Thomas C. Cronin, on whose behalf this  
11 filing is jointly submitted, has concurred in this filing.  
12

13 /s/ Michael J. Duvall  
14 Attorneys for Defendant

15  
16 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

17  
18 DATED: October 21, 2022

19 / s / Sagar  
20 Honorable Alka Sagar

21 United States Magistrate Judge  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_  
[print or type full address],  
declare under penalty of perjury that I have read in its entirety and understand the  
Amended Joint Stipulated Protective Order that was issued by the United States  
District Court for the Central District of California on \_\_\_\_\_ [date]  
in the case of *Barbara McHugh, Charles Patrick McHugh, John Ellsworth, and all  
others similarly situated, v. Metropolitan Life Insurance Company*, Case No. 2:22-  
cv-06152-SB (ASx). I agree to comply with and to be bound by all terms of this  
Amended Joint Stipulated Protective Order and I understand and acknowledge that  
failure to so comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Amended Joint Stipulated Protective Order  
to any person or entity except in strict compliance with the provisions of this Order.  
I further agree to submit to the jurisdiction of the United States District Court for  
the Central District of California for enforcing the terms of this Amended Joint  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print  
or type full name] of \_\_\_\_\_ [print  
or type full address and telephone number] as my California agent for service of  
process in connection with this action or any proceedings related to enforcement of  
this Amended Joint Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_